

IN THE MATTER OF
PRICE VACUUM STORES, INC., ET AL.

CONSENT SETTLEMENT IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket 6150. Complaint, Dec. 14, 1953—Decision, May 20, 1954

Where a corporation and its officer engaged in the competitive interstate sale to the purchasing public, of vacuum cleaners and of sewing machines made in Japan, upon which machines the words "Made in Japan," displayed on an easily removable medallion on the front of said machine, were so small and indistinct as not to constitute adequate notice to the purchasing public that said machines were imported—

- (a) Failed to disclose adequately the Japanese origin of their said machines, upon which they placed no other mark showing foreign origin or otherwise informing the public, before their offer or sale to the public, of said fact;
- (b) Falsely represented through use of the word "Admiral" as a trade or brand name for their said sewing machines and vacuum cleaners, as conspicuously displayed on the front horizontal arm of the sewing machine head and on the tank of the cleaner, and use thereof in their advertising matter, that their products had been manufactured by or were connected in some way with a well and favorably known American firm with which said name had long been associated;
- (c) Represented that they were making a bona fide offer to sell rebuilt Singer portable electric sewing machines for the sum of \$29.50 and rebuilt General Electric or Hoover and Electrolux vacuum cleaners for the sums of \$11.95 and \$18.50 through such statements in their advertising as "Reconstructed and Electrified * * * Rebuilt SINGER. Use the Coupon!", together with a picturization of a portable electric sewing machine, and the words "Full Cash Price \$29.50," and other similar statements with respect to the aforesaid various makes;

When in fact said offers were not genuine or bona fide offers, but were made to obtain leads and information as to those interested in purchasing such products, following which respondents or their salesmen called upon such persons disparaging the products advertised, attempted to sell different and more expensive machines and cleaners:

Held, That such acts and practices constituted unfair and deceptive acts and practices in commerce and unfair methods of competition therein.

Before *Mr. John Lewis*, hearing examiner.

Mr. Michael J. Vitale for the Commission.

Caesar & Rivise, of Philadelphia, Pa., for respondents.

CONSENT SETTLEMENT¹

Pursuant to the provisions of the Federal Trade Commission Act, the Federal Trade Commission, on December 14, 1953, issued and subsequently served its complaint on the respondents named in the caption hereof, charging them with unfair and deceptive acts and practices and unfair methods of competition in violation of the provisions of said Act.

The respondents, desiring that this proceeding be disposed of by the consent settlement procedure provided in Rule V of the Commission's Rules of Practice, solely for the purposes of this proceeding, any review thereof, and the enforcement of the order consented to, and conditioned upon the Commission's acceptance of the consent settlement hereinafter set forth, and in lieu of answer to said complaint, hereby:

1. Admit all the jurisdictional allegations set forth in the complaint.
2. Consent that the Commission may enter the matters hereinafter set forth as its findings as to the facts, conclusion, and order to cease and desist. It is understood that the respondents, in consenting to the Commission's entry of said findings as to the facts, conclusion, and order to cease and desist, specifically refrain from admitting or denying that they have engaged in any of the acts or practices stated therein to be in violation of the law.
3. Agree that this consent settlement may be set aside in whole or in part under the conditions and in the manner provided in paragraph (f) of Rule V of the Commission's Rules of Practice.

The admitted jurisdictional facts, the statement of the acts and practices which the Commission had reason to believe were unlawful, the conclusion based thereon, and the order to cease and desist, all of which the respondents' consent may be entered herein in final disposition of this proceeding, are as follows:

FINDINGS AS TO THE FACTS

PARAGRAPH 1. Respondent, Price Vacuum Stores, Inc., is a corporation organized and existing under and by virtue of the laws of the

¹ The Commission's "Notice" announcing and promulgating the consent settlement as published herewith, follows:

The consent settlement tendered by the parties in this proceeding, a copy of which is served herewith, was accepted by the Commission on May 20, 1954, and ordered entered of record as the Commission's findings as to the facts, conclusion, and order in disposition of this proceeding.

The time for filing report of compliance pursuant to the aforesaid order runs from the date of service hereof.

Findings

50 F. T. C.

State of Pennsylvania with its office and principal place of business located at 39 N. 8th Street, Philadelphia, Pennsylvania.

Respondent Jack Price, who has his business address at 39 N. 8th Street, Philadelphia, Pennsylvania, is an officer of corporate respondent. He directed and controlled the advertising, sales activities and policies of said corporate respondent with respect to the acts and practices herein set forth. Although the complaint also names Raphael Bielitsky and Isadore H. Schwartz as respondents, it appears that neither of these individuals participated in the direction or control of the corporate respondent with respect to the acts and practices herein set forth, as stated in affidavit of respondent Jack Price, President of corporate respondent. Accordingly, the Commission finds that the complaint should be dismissed as to them in their individual capacities. The term "respondents," as hereinafter used, does not include Raphael Bielitsky or Isadore H. Schwartz.

PAR. 2. Respondents are now, and for several years last past have been, engaged in the sale of sewing machines which are made in Japan, and vacuum cleaners to the purchasing public. In the course and conduct of their business respondents cause and have caused their said products, when sold, to be transported from their place of business in the State of Pennsylvania to purchasers thereof located in various other States in the United States, and maintain, and at all times mentioned herein have maintained, a course of trade in said products in commerce among and between the various States of the United States. Their volume of trade in said commerce has been and is substantial.

PAR. 3. When the sewing machines are sold by respondents, they are marked with a medallion placed on the front of the sewing machine upon which the words "Made in Japan" appear. These words are, however, so small and indistinct that they do not constitute adequate notice to the public that the sewing machines are imported. Furthermore, said medallion can be easily removed and when the medallion is so removed, no visible mark or origin appears on the machine.

Respondents place no other mark on the sewing machines showing foreign origin, or otherwise inform the public that the sewing machines are of foreign origin, before they are offered for sale to the public.

PAR. 4. When sewing machines or sewing machine heads are exhibited and offered for sale to the purchasing public and such products are not labeled or otherwise marked clearly showing they are of foreign origin, or if marked and the markings are covered or otherwise concealed, such purchasing public understands and believes such products to be wholly or substantially of domestic origin.

There is among the members of the purchasing public a substantial number who have a decided preference for sewing machines and sewing machine heads which are manufactured in the United States over such products originating in whole or in substantial part in foreign countries.

PAR. 5. Respondents have used the word "Admiral" as a trade or brand name for their sewing machines and vacuum cleaners, which word was printed or embossed on the front horizontal arm of the sewing machine head and on the tank of the vacuum cleaner in large, conspicuous letters, and used said trade or brand name in their advertising matter. The word "Admiral" used as aforesaid by respondents is a name or part of a name of, or used as a trade name, mark or brand by one or more business organizations transacting and doing business in the United States, which are and have been well and favorably known to the purchasing public and which are and have been well and long established in various industries.

PAR. 6. By having used a trade or brand name such as "Admiral" respondents represented, directly or by implication, that their products had been manufactured by, or connected in some way with, the well and favorably known American firm or firms with which said name has long been associated, which is contrary to the fact.

PAR. 7. There is and has been a preference among members of the purchasing public for products manufactured by well and favorably known and long established concerns, as the Admiral Corporation, who have acquired the reputation of selling to the purchasing public merchandise of high quality and whose identity is connected with the word "Admiral." The use of said trade or brand name by respondents on their sewing machines and vacuum cleaners enhanced the belief on the part of the public that the said sewing machines and vacuum cleaners were products of or sponsored by the well and favorably known firm with which said name has long been associated.

Findings

50 F. T. C.

PAR. 8. Respondents in their advertising make the following statements:

Reconstructed & Electrified
by Price with Price Parts

SEW & SAVE

SEE IT DEMONSTRATED IN OUR
SHOWROOMS! Includes new
motor, new Sew-Lite, new
wiring and plugs; new multi-
speed foot control. A com-
plete sewing outfit in a
carrying case

Complete with
8 Attachments

Rebuilt by Price with Price
Parts. Cleaning suction * * *
hard to tell from a new
cleaner. Use it on rugs, drapes,
mattresses and all above-the-
floor cleaning. Liberal Trade-in
allowance.

Beautifully Rebuilt HOOVER or
ELECTROLUX Fully guaranteed
for the same length of time
as a new cleaner, complete with
attachments. Liberal Trade-in.

Rebuilt SINGER
Use The Coupon!

(Picturization of a
portable electric
sewing machine)

Full Cash Price
\$29.50

Rebuilt GE Tank
Cleaner

(Picturization of a
tank Vacuum Cleaner)

Full Cash Price
\$11.95

Beautifully Rebuilt
HOOVER or ELECTROLUX
(Picturization of a HOOVER vacuum
cleaner and ELECTROLUX tank
cleaner) \$18.50

By and through the use of the aforementioned statements, respondents have represented, directly or by implication, that they were making a bona fide offer to sell rebuilt Singer portable electric sewing machines for the sum of \$29.50 and rebuilt General Electric or Hoover and Electrolux vacuum cleaners for the sums of \$11.95 and \$18.50, respectively. Said offers, however, were not genuine or bona fide offers, but were made for the purpose of obtaining leads and information as to persons interested in purchasing sewing machines and vacuum cleaners. After obtaining such leads, respondents or their salesmen call upon such persons at their homes or wait upon them at respondents' place of business, and at such times and places respondents and their salesmen make no effort to sell the sewing machines and vacuum cleaners advertised but disparage the machines advertised and attempt to sell different and more expensive sewing machines and vacuum cleaners.

PAR. 9. Respondents, in the course and conduct of their business, were and are in substantial competition in commerce with other in-

dividuals and with firms and corporations engaged in the sale in commerce of sewing machines and vacuum cleaners.

PAR. 10. The failure of respondents to have had adequately disclosed on the sewing machines that they are made in Japan, and also the past use of trade or brand name "Admiral" on their sewing machines and vacuum cleaners, had the tendency and capacity to lead members of the purchasing public into the erroneous and mistaken belief that their said products have been manufactured by the well and favorably known firm or firms with which said trade or brand name has long been associated and to have induced members of the purchasing public to purchase sewing machines and vacuum cleaners because of said erroneous and mistaken beliefs.

Further, the use by the respondents of the other foregoing false, misleading, and deceptive statements and representations, has had and now has the capacity and tendency to mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that all such statements and representations were and are true and to induce the purchase of substantial quantities of said sewing machines and vacuum cleaners as a result of said erroneous and mistaken belief.

As a result thereof substantial trade in commerce has been unfairly diverted to respondents from their competitors and substantial injury has been and is being done to competition in commerce.

CONCLUSION

The aforesaid acts and practices, as herein found are all to the prejudice and injury of the public and of respondents' competitors and constitute unfair and deceptive acts and practices and unfair methods of competition in commerce within the intent and meaning of the Federal Trade Commission Act.

ORDER TO CEASE AND DESIST

It is ordered, That the respondents Price Vacuum Stores, Inc., a corporation, and its officers, Jack Price, individually and as an officer of said corporation, and respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution of sewing machines and vacuum cleaners and other merchandise, in commerce as "commerce" is defined in the Federal Trade Commission Act, forthwith cease and desist from:

1. Offering for sale, selling, or distributing foreign made sewing machines, or sewing machines of which foreign made heads are

Order

50 F. T. C.

part without clearly and conspicuously disclosing on the heads, in such a manner that it will not be hidden or obliterated, the country of origin thereof.

2. Using the word "Admiral," or any simulation thereof, as a brand or trade name, or as part thereof, to designate, describe, or refer to their sewing machines and vacuum cleaners; or representing through the use of any other word or words, or in any other manner, that said sewing machines and vacuum cleaners are manufactured by anyone other than the actual manufacturer.

3. Representing, directly or by implication, that certain merchandise is offered for sale when such offer is not a bona fide offer to sell the merchandise so offered.

It is further ordered, That the complaint be, and it hereby is dismissed as to Raphael Bielitsky and Isadore H. Schwartz in their individual capacities.

It is further ordered, That respondents shall within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Price Vacuum Stores, Inc.
By (Sgd) Jack Price,

Pres.

JACK PRICE,
(Sgd) Jack Price.

Date: April 12, 1954.

The foregoing consent settlement is hereby accepted by the Federal Trade Commission and ordered entered of record on this the 20th day of May 1954.

Decision

IN THE MATTER OF
HELEN WILSON DOING BUSINESS AS MAIL TODAY
COMPANY

DECISION IN REGARD TO THE ALLEGED VIOLATION OF THE FEDERAL TRADE
COMMISSION ACT

Docket 6127. Complaint, Oct. 19, 1953—Decision, June 8, 1954

Where an individual engaged in the competitive interstate sale and distribution of perfumes, manufactured and bottled for her by a Detroit chemical concern, and of a product for the hair—

- (a) Falsely represented in advertising that her said perfumes were made by manufacturers of famous perfumes who were making the offer possible to get more people acquainted with their products;
- (b) Represented, as aforesaid, that they were the same in quality as perfume advertised in leading fashion magazines to sell for \$35 a bottle, and that five million people had taken advantage of such offer in the past few months;
- (c) Falsely represented that the offer was for a limited time only and that if any person ordering the perfume offered was dissatisfied after receiving the same, the purchase price would be refunded; notwithstanding the fact that this was not uniformly done;
- (d) Made use on the labels and in the advertising of her said perfumes of such names as "Christmas Night," "Sensation," "Twilight in Paris," "Aphrodesia," "Morocco," and "Indiscretion," and thereby simulated and suggested the names of certain well and favorably known perfumes;
- (e) Made use of such French names as "Bouchet," "La Velle," "Michele," "Francois," "La Farge," and "Helene," as the manufacturers or creators of her said perfumes; and
- (f) Undertook, in advertising her hair preparation, to refund the purchase price to dissatisfied customers; notwithstanding the fact she did not uniformly perform such undertakings and promise:

Held, That such acts and practices constituted unfair and deceptive acts and practices in commerce and unfair methods of competition therein.

Before *Mr. James A. Purcell*, hearing examiner.
Mr. Ames W. Williams for the Commission.

DECISION OF THE COMMISSION

Pursuant to Rule XXII of the Commission's Rules of Practice, and as set forth in the Commission's "Decision of the Commission and Order to File Report of Compliance", dated June 8, 1954, the initial decision in the instant matter of hearing examiner James A. Purcell, as set out as follows, became on that date the decision of the Commission.

INITIAL DECISION BY JAMES A. PURCELL, HEARING EXAMINER

Pursuant to the provisions of the Federal Trade Commission Act, the Federal Trade Commission on October 19, 1953, issued and subsequently served its complaint herein upon Helen Wilson, an individual trading under the name and style of Mail Today Company, charging her with violation of said Act. Subsequent to service of said complaint ample notice, in conformity with law, was served upon the parties pursuant to which a hearing for the taking of testimony and the reception of evidence was convened in Washington, D. C., on the 12th day of April 1954. Respondent having failed to file her answer to the complaint (pursuant to the provisions of Rule VIII of the Commission's Rules of Practice), and having failed to make appearance or to be represented at the aforesaid time and place, or in anywise having conveyed or indicated her desire or intention to contest the charges of the complaint, the provisions of Rule V (b) of the Commission's Rules of Practice prescribing procedure in event of default, become operative.

Thereafter, the proceeding regularly came on for final consideration by the above-named Hearing Examiner, theretofore duly designated by the Commission, upon said complaint and default, and said Hearing Examiner having decided that this proceeding is in the public interest and having duly considered the entire record herein, makes the following findings as to the facts, conclusion drawn therefrom, and order :

FINDINGS AS TO THE FACT

I. Business of the Respondent

Respondent, Helen Wilson, is an individual trading as and under the name of Mail Today Company, having her principal place of business at No. 6507 Rosemont Avenue, Detroit, Michigan.

Respondent sells perfumes of divers types and aromas designated by various names, as also a product used for application to the hair and designated "W. W. Hair Preparation," to purchasers located in various States of the United States other than Michigan, and during the period of time involved herein has regularly caused said products, when sold, to be shipped from her place of business in the State of Michigan to these purchasers, thus engaging in interstate commerce. Respondent is now, and during the period of time involved herein, has been in substantial competition with others engaged in the sale of perfumes and hair preparations.

II. The Products and False Representations of Same

The complaint charges numerous false statements and representations concerning respondent's products which are perfumes and a hair preparation, and sets forth specifically certain of respondent's advertising by means of radio continuities, leaflets and by other means. The gravamen of the charges concerning false representations in connection with the sale of perfumes are: 1.) That they are made by manufacturers of famous perfumes; 2.) are the same quality as those advertised in leading fashion magazines; 3.) are the same quality as perfumes advertised at \$35.00 per bottle; 4.) have been sold to a larger number of consumers than is the truth and fact; 5.) that the offer is for a limited time; 6.) that the full purchase price will be refunded to dissatisfied customers; 7.) the use of simulated foreign names of manufacturers indicating French origin of manufacture without disclosing domestic origin, and; 8.) use of simulated trade names to mislead the public and thus promote sales.

The charge concerning the hair product, "W. W. Hair Preparation," is that, contrary to direct representation and promise, respondent did not, uniformly, refund the full purchase price thereof to dissatisfied customers.

III. The Advertising

Most Amazing Perfume Offer Ever Made
 Full Bottles of Fragrances of Your Choice
 This Beautiful Custom Case Contains 3
 For Only \$2.50
 Rhodesia by Le Bourget
 Indiscretion by Carlisle
 Christmas Eve by Caro
 Morocco by La Velle
 Star of India by Bouchet
 LaTosca by Romero
 Ceylon by Michele
 Twilight in Paris by Helene
 Stacatto by Francois
 Sensation by Correlli
 Odessey by La Farge

* * * * *

These are the same quality of genuine perfumes that you've seen in Seventeen, Vogue, Charm, Mademoiselle, Harper's Bazaar and all other leading fashion magazines advertised to sell for as much as \$35.00 a bottle.

The manufacturers of these famous perfumes want to acquaint you with their product. This bargain offer is sent to you so that you can try each one and then decide which best suits your personality.

Findings

50 F. T. C.

Five million people from Maine to California in the past few months have taken advantage of the greatest perfume offer ever made.

For a limited time only * * *.

Nationally advertised perfumes and the amount given is 6 to 9 months' supply and if not satisfied the money will be refunded.

IV. Meaning of the Advertising Generally

The foregoing advertisements are found to directly or impliedly represent that the perfumes offered for sale were made by manufacturers of famous perfumes who were making this offer possible to get more people acquainted with their products; that the perfumes offered were the same quality perfumes advertised in leading fashion magazines to sell for \$35.00 a bottle; that 5 million people had taken advantage of this offer in the past few months; that the offer was for a limited time only; and that if any person ordering the perfumes offered was dissatisfied after receiving the products, the purchase price would be refunded.

V. Use of Simulated Names of Perfumes

Among perfumes on the American market which are well and favorably known to, and preferred by, a substantial portion of the purchasing public are those bearing the names "Christmas Night," "Intoxication," "Evening in Paris," "Aphrodesia," "Sirocco" and "Indiscrete." Respondent has selected names for her perfumes which she uses on the labels and in advertising simulating or suggesting the above-named well-known perfumes. Among such names are "Christmas Eve," which simulates and suggests "Christmas Night"; "Sensation," which simulates and suggests "Intoxication"; "Twilight in Paris," which simulates and suggests "Evening in Paris"; "Rhodesia," which simulates and suggests "Aphrodesia"; "Morocco," which simulates and suggests "Sirocco," and "Indiscretion," which simulates and suggests "Indiscrete." The use of said names by respondent for her perfumes and in advertising has the capacity and tendency to cause purchasers and prospective purchasers to believe, contrary to the fact, that respondent is selling and offering for sale perfumes compounded by other manufacturers and which are well and favorably known to, and preferred by, a substantial portion of the purchasing public.

VI. Use of Simulated Names of Manufacturers Falsely Implying and Indicating that Perfumes are of French Origin

The use by the respondent of French names such as Bouchet, La Belle, Michele, Francois, La Farge, and Helene, as the manufacturers or creators of her perfumes has the tendency and capacity to mislead

the purchasing public into the belief that they are of French origin. For many years perfumes manufactured by or created by the French have enjoyed widespread popularity and demand among the members of the purchasing public, many of whom believe and consider that such perfumes are superior to perfumes manufactured or created by others.¹ As a fact, all of respondent's perfumes are manufactured and bottled for the respondent by a chemical concern located in the city of Detroit, Michigan.

VII. Respecting the Hair Preparation

Respondent, through her advertisements furthering sale of the hair product designated "W. W. Hair Preparation," represented and undertook to refund to dissatisfied customers purchasing same the purchase price paid therefor. This undertaking and promise respondent has not uniformly performed.

VIII. Findings Representing the Diverse Representations

(a) Respondent's perfumes are not the same in quality as the perfumes advertised in leading fashion magazines to sell for \$35.00 per bottle.

(b) Respondent has not sold her products to five million people, nor have such a number taken advantage of respondent's offer within the "last few months."

(c) Respondent's offer was not for a limited time only but extended over the entire period of her engagement in this enterprise.

(d) Respondent has not uniformly made refunds of the purchase price to dissatisfied customers.

CONCLUSIONS

On the basis of above findings of fact it is concluded that respondent has been guilty of the use of false, deceptive, and misleading representations and that the advertisements and brand names used for her perfumes has the capacity and tendency to mislead and deceive a substantial portion of the public into the erroneous belief that such were genuine and true, and as a result thereof to purchase substantial quantities of respondent's products in commerce, thus resulting in injury to the public as also unfair divergence of substantial trade in commerce from her competitors, with consequent injury to competition in commerce.

¹ *Fioret Sales Co. v. F. T. C.*, 100 F. 2d 358 and cases therein cited, S. & D. (1930-1938)—481.

Order

50 F. T. C.

CONCLUSION OF LAW

The acts and practices of respondent, as herein found are all to the prejudice and injury of the public and of respondent's competitors and constitute unfair and deceptive acts and practices and unfair methods of competition, in commerce, within the intent and meaning of the Federal Trade Commission Act.

ORDER

It is ordered, That the respondent, Helen Wilson, an individual doing business under the name of Mail Today Company or under any other name, her agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of perfumes, hair preparations, or any other similar products, do forthwith cease and desist from:

1. Representing, directly or by implication, that the perfumes offered for sale

(a) are made by the manufacturers of famous perfumes;

(b) are the same quality perfumes as those advertised in leading fashion magazines;

(c) are the same quality perfumes advertised to sell for \$35 per bottle or for any other particular designated price, contrary to the fact.

2. Representing that 5 million people have purchased perfumes from respondent or that any of respondent's products have been sold to any number of purchasers in excess of the number which, in fact, have purchased respondent's product.

3. Representing directly or by implication:

(a) That any offer is for a limited time only, when such offer is not in fact limited in point of time, but is made by respondent in the regular course of business;

(b) That the purchase price of products sold by respondent will be refunded to dissatisfied customers when in fact respondent does not in all instances refund the purchase price;

4. Using the words Bouchet, La Velle, Michele, Francois, La Farge or Helene, or any other words indicating French origin or manufacture of perfume, without clearly and conspicuously stating in immediate connection and conjunction therewith that such products originated and are compounded in the United States.

5. Using the names "Christmas Eve," "Sensation," "Twilight in Paris," "Rhodesia," "Morocco," or "Indiscretion" as trade names for

987

Order

her perfumes; or using or simulating the trade names of any other product.

ORDER TO FILE REPORT OF COMPLIANCE

It is ordered, That the respondent herein shall within sixty (60) days after service upon her of this order, file with the Commission a report in writing setting forth in detail the manner and form in which she has complied with the order to cease and desist [as required by said declaratory decision and order of June 8, 1954].

IN THE MATTER OF
AERATION PROCESSES, INC., ET AL.

CONSENT SETTLEMENT IN REGARD TO THE ALLEGED VIOLATION OF SEC. 2 (a)
OF THE CLAYTON ACT, AS AMENDED

Docket 6152. Complaint, Dec. 18, 1953—Decision, June 10, 1954

Where a corporation engaged in the competitive interstate sale and distribution throughout the United States of the aerated food products "Instantwhip" and "Instantwhip Topping" through some 48 licensees, whom it supplied with containers, processing machinery and equipment, and to whom it sold vanilla and nitrous oxide, and who processed said materials, together with others locally procured into the finished food products "Instantwhip" and "Instantwhip Topping" for sale to drug stores, soda fountains, etc.; four licensees of said corporation, engaged, under its direction and control, in processing and selling said food products in and around the four cities of Worcester, Mass., Providence, R. I., Baltimore, Md., and Bridgeport, Conn.; and seven officers or directors of said corporate licensor, and two of whom were officers also of said four corporate licensees; engaged in their various capacities in the competitive interstate sale and distribution of such products and acting in cooperation with each other—

- (a) Discriminated in price between different purchasers of such food products of like grade and quality by selling said products to some of their customers at higher prices than to others in that said corporate licensor and corporate respondent licensee, Instantwhip-Worcester, Inc., acting by and through their individual respondent officers—
 - (1) Following the adoption on May 1, 1950, of a cumulative monthly discount schedule applicable to all customers in the entire territory of said corporate licensee, and the adoption on January 1, 1951, of a less favorable discount schedule applicable to customers therein, failed to put into effect in Springfield, Mass., and surrounding territory said Jan. 1, 1951, schedule, but kept in effect the former and lower May 1, 1950, discount schedule; and
 - (2) Following the adoption on Jan. 14, 1952, of a less favorable discount schedule applicable to customers located in said licensee's territory, failed to put into effect in Springfield and surrounding territory said schedule, but adopted instead a lower discount schedule;
- (b) Discriminated in price as aforesaid in that said corporate licensor and corporate respondent licensee Instantwhip-Providence, Inc., acting by and through their individual respondent officers—
 - (1) Following the adoption on May 1, 1950, of a cumulative monthly discount schedule applicable to all customers in the entire territory of said Instantwhip, including a "single stop", individual customer schedule and a "multiple stop" schedule applicable to two or more individual customers on the basis of their cumulative purchases under the "multiple stop" schedule, failed to put into effect in the State of Connecticut the "multiple stop" portion of aforesaid discount schedule, but sold to customers in said State solely on the basis of the more favorable "single stop" portion of the schedule in question; and